it has been held that a transfer to the payee will not be such a negotiation. *Herdman* v. *Wheeler*, [1902] 1 K. B. 361; *Vander Ploeg* v. *Van Zuuk*, 135 Ia. 350, 112 N. W. 807. But see *Lloyd's Bank* v. *Cooke*, [1907] 1 K. B. 794, 808. It has been held, however, that irrespective of such provisions the payee can recover on the ground of estoppel. *Lloyd's Bank* v. *Cooke, supra*. At common law the payee could be a holder in due course. *Watson* v. *Russell*, 3 B. & S. 34; *Fairbanks* v. *Snow*, 145 Mass. 153. *Contra, Charlton Plow Co.* v. *Davidson*, 16 Neb. 374. Since a *bonâ fide* payee is in substantially the same position as a *bonâ fide* indorsee, the common-law rule seems correct, and it would seem desirable to extend section 30 so as to expressly include a transfer to the payee. Under the present wording of the statute a result opposed to that of the principal case can only be reached by a strained construction of the word "negotiation" or the questionable theory of an estoppel.

. CARRIERS — CONNECTING LINES — INITIAL CARRIER: PRESUMPTION AS TO LOSS OF GOODS. — The plaintiff consigned goods on a through shipment over connecting lines. A part of the goods was lost. There was no evidence that the loss occurred on the defendant line, the initial carrier, nor did it contract to assume liability for the whole carriage. *Held*, that the defendant is not liable for the loss. *St. Louis, Iron Mountain, & Southern Ry. Co.* v. *Carlile*, 128 Pac. 690 (Okla.).

If the initial carrier assumes liability for the delivery of goods at their destination it is liable for any loss occurring during the carriage. *Adams Express Co.* v. *Wilson*, 81 Ill. 339. *Cf. Beard* v. *St. Louis, A. & T. H. Ry. Co.*, 79 Ia. 527, 44 N. W. 803. Courts differ, however, as what constitutes assumption of such liability. By the English rule the mere receiving of goods addressed to a point beyond its own line makes the initial carrier liable. *Muschamp* v. *Lancaster & P. J. Ry. Co.*, 8 M. & W. 421. This rule is generally said not to obtain in the United States. See *Myrick* v. *Michigan Central R. Co.*, 107 U. S. 102, 106, 1 Sup. Ct. 425, 429; *Bishawaiti* v. *Pennsylvania R. Co.*, 92 N. Y. Supp. 783. It has, however, been adopted by a number of jurisdictions. *Allen & Gilbert-Ramaker Co.* v. *Canadian Pacific Ry. Co.*, 42 Wash. 64, 84 Pac. 620; *Chicago & Northwestern Ry. Co.* v. *Simon*, 160 Ill. 648, 43 N. E. 596. A few cases have been found holding directly contrary to the English rule. *Northern R. Co.* v. *Fitchburg R. Co.*, 6 Allen (Mass.) 254; *The Thomas McManus*, 24 Fed. 509. But most of the cases cited as holding contrary to the English rule are distinguishable on the grounds of express limitation of liability to the initial carrier's own line, lack of authority by the agents to make through contracts, or express statutory provision. *Myrick* v. *Michigan Central R. Co. supra*; *Roy* v. *Chesapeake & Ohio Ry. Co.*, 61 W. Va. 616, 57 S. E. 39; *Atchison, T. & S. F. Ry. Co.* v. *Rutherford*, 29 Okla. 850, 120 Pac. 266. If, as in the principal case, the evidence fails to locate the loss, there is no presumption that it occurred on the initial carrier's line. *Atchison, T. & S. F. Ry.* v. *Rutherford, supra*. But see *Brintnall* v. *Saratoga & Whitehall R. Co.*, 32 Vt. 665, 675. There is, however, a presumption that it occurred on the final carrier's line. *Faison* v. *Alabama & Vicksburg Ry. Co.*, 69 Miss. 569, 13 So. 37; *St. Louis Southwestern Ry. Co.* v. *Birdwell*, 72 Ark. 502, 82 S. W. 835. But if, as seems probable, this presumption exists because the evidence of the place of loss is ascertainable solely by the carrier, there is no reason, it is submitted, why it should not be raised against whatever carrier may be defendant in the suit.

CARRIERS — CONNECTING LINES — LIABILITY OF CONNECTING CARRIER ON CONTRACT MADE BY INITIAL CARRIER. — The consignor of goods sent by the Wells Fargo and the defendant express companies arranged with the former company for payment of express. The defendant was not notified of the contract and refused to deliver to the consignee until paid full charges. *Held*,

that the defendant company is liable to the consignee for this refusal. *Alcorn* v. *Adams Express Co.*, 45 Chi. Leg. News 151 (Ky.).

There are several theories as to the relation of parties concerned in a shipment over connecting lines. One view is that in the absence of a contrary agreement the connecting carrier is the agent of the initial carrier. *Scothorn* v. *South Staffordshire Ry. Co.*, 8 Exch. 341. Under this view, because of the doctrine of *respondeat superior* the initial carrier is clearly under liability for the entire shipment, and the connecting carrier, it is submitted, would be liable only for negligence. It has also been held that *primâ facie* the initial carrier is the forwarding agent of the shipper, and that the shipper has only such rights as his agent secures him. *Patten* v. *Union Pacific Ry. Co.*, 29 Fed. 590. This seems the proper theory when there is no traffic agreement for through shipments. The principal case follows a third view, that the initial carrier is the agent of the connecting carrier, and that, therefore, the duties of the connecting carrier are determined by the agreement made between the initial carrier and the shipper. *Pittsburg, C., C. & St. L. Ry. Co.* v. *Viers*, 113 Ky. 526, 68 S. W. 469; *Maghee* v. *Camden & Amboy R. Transportation Co.*, 45 N. Y. 514. This reasoning is correct only if there is a traffic agreement authorizing the initial carrier to contract for through shipments. *Houston & T. C. R. Co.* v. *Everett*, 99 Tex. 269, 89 S. W. 761; *Church* v. *Atchison, T. & S. F. Ry. Co.*, 1 Okla. 44, 29 Pac. 530. Otherwise the connecting carrier can clearly refuse goods not offered on terms it could demand of a shipper. *Southern Indiana Express Co.* v. *United States Express Co.*, 88 Fed. 659, aff'd in 92 Fed. 1022. It is submitted, therefore, that the court erred in not requiring proof of such an agreement creating an agency.

CIVIL LAW — RECOGNITION OF ARTIST'S RIGHTS IN PICTURE NOW OWNED BY ANOTHER. — A lady who owned a private residence in Berlin, of which she occupied the upper floor while the lower floor was let to a tenant, desired to have the vestibule of the house decorated by a fresco painting and engaged a well-known artist to do the work. The painting when finished represented an island with some nude figures of sirens. To these nudes the lady who had ordered the painting took exception, and she had another artist over-paint the figures so that they appeared as draped. The first artist contended that this change violated rights which as an artist he had in the integrity of his work, and although the owner covered the altered portion of the fresco by a curtain, he was not satisfied, but brought an action demanding the restoration of the painting to its original condition, or failing in that demand, its entire withdrawal from where it might be visible to strangers. The lower court granted the latter prayers, and the plaintiff appealed. *Held*, that the overpainted drapery must be removed. 79 Entscheidungen des Reichsgerichts 397 (German Imperial Court, 1912).

The holding in this case marks an advance in the law of Germany which has produced considerable interest and discussion in that country. It is noteworthy that although the German law is codified there is no explicit provision of the written law applicable to this controversy. Although it is unlikely that the result could be reached in common-law countries, it is illustrative of the present wide-spread tendency to extend the protection of the law to personal interests of an indefinite character. The court said that the principle of the decision must be deduced from the relative rights of the owner, of the public, of the artist to his reputation, and perhaps from a right of personality, which, even if not recognized as a distinct generic right, may yet be enforced with regard to particular interests. The artist has a legitimate interest that his work shall not be presented to the world otherwise than in the form in which it represents his artistic individuality. If possible this interest should be protected by the law. The difficulty lies in reconciling this right with the right of the owner where, in exceptional cases like the present, a conflict arises between the two.